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# EVENING BULLETIN

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## DR. RAFFEL'S COMMENT

Washington, March 9. — The State Department has been informed that Dr. Raffel has sailed from Germany for New York en route to Samoa. He has been named by the German Government to replace Dr. Raffel, the late President of the Municipal Council at Apia, who has just arrived at San Francisco on his way back to Berlin.

The explanation given by Dr. Raffel at San Francisco yesterday of the conditions under which he came to interfere with the Chief Justice at Apia were received here with some amazement, the officials pointing out that the doctor clearly saw no impropriety in the setting aside of the solemn obligation of the Berlin treaty by the little Municipal Council of Samoa.

It is a fact that had Chief Justice Chambers not been guilty of the imprudence of commenting so freely upon the German Government and allowing those comments to be published in the letter to his brother in this country he would have had the fullest support of the State Department. But while the examination so far made of the reports from all sources of the even a that took place at Apia in connection with the Kingly succession case go to show that the Chief Justice acted within his rights, it is argued that his replacement by another American would go a long way toward affecting a peaceable adjustment of the conditions in Samoa.

## DEATHS IN THE ARMY.

Three Hundred Killed, While Five Thousand Succumbed to Disease.

Washington, March 10. — The following statement has been issued, showing the total number of deaths reported to the Adjutant-General's office between May 1, 1898, and February 28, 1899: Killed in action, 339; died of wounds, 125; died of disease, 5277; total 5741.

## NEW SUGAR STEAMERS

The incorporation of the American Hawaiian Steam Navigation Company under the laws of New Jersey is the forerunner of a most important development in the sugar carrying trade of Hawaii. As stated in the telegram published exclusively in the BULLETIN this company will operate a line of steamships between New York and Philadelphia, San Francisco and Honolulu.

Before another sugar season it is probable that the larger portion of Hawaii's sugar going around the Horn will be shipped in the steamers of this company—an American Company controlling new American built steamers.

Of the incorporators George S. Dearborn is of the firm of Dearborn & Co. of New York, shippers and sugar refiners; Wallace B. Flint of Flint & Co. prominent New York shippers, and Oscar T. Sewall of Williams, Dimond & Co., San Francisco. The plan is to put on American steamers that will load merchandise in New York for San Francisco and Hawaii and take a return cargo of sugar. The trip around the Horn will be made in 80 days.

Arrangements with local firms for securing the sugar cargoes have already been completed.

The Marshal is after parties who set fire to a house in Manoa not long ago.

## WAR OF SUGAR MAGNATES

Indications That the Trust Is Losing Heavily.

Money Withdrawn from Boston Bank— Needed for Crushing the Independent Refiners.

New York, March 10. — The fight of Arbuckle Bros., the Dorschers, Mollehuauer, and other independent refiners, against the American Sugar Refining Company is beginning to hurt.

Dispatches from Boston received in Wall street today announce that the trust has begun the withdrawal of \$3,000,000 which it had at interest there and which until now it has not needed.

According to the explanations given to the borrowers in Boston, the trust desires to use the money to crush out opposition which is becoming troublesome, and has given notice that one-third will be withdrawn from the Boston banks today, one-third on March 16th and the rest on March 23d.

This action on the part of the trust came too late to have much effect on the stock, but it convinced the street that the campaign against the Havemeyers is beginning to cut into their profits.

There have been many rumors of a settlement between the warring refiners, but all the companies are still selling sugar at or below the cost of refining, and there is now only a margin of 34-100 of a cent per pound between the price of refined and raw sugar.

When a reporter called to see Harry O. Havemeyer today the sugar magnate sent out word that he had nothing to say about the sugar business. He would neither deny nor affirm the story from Boston.

At the office of Arbuckle & Co. it was denied that there had been any change in that firm's attitude toward the trust. The first insight that has been given into the affairs of the American Sugar Refining Company for months was obtained today when, in obedience to the severe corporation law of Massachusetts, Mr. Havemeyer was compelled to file a statement with the Commissioner of Corporations of the company's assets.

Whether this money is to be used to continue the fight or whether it is part of a fund raised to buy out the opposition, is not known.

This statement shows that the assets of the company on December 31 last were \$118,150,877, against \$116,111,416 on December 31, 1897, an increase of \$2,039,461. Despite this it appears that the trust has suffered.

In order to cater expressly to the customers of Arbuckle Bros., who make a specialty of package sugar, the trust today made the following announcement in a special circular:

"To meet any demand that may be made for package sugar, we are prepared to furnish the trade a five pound cotton package superior to anything yet offered.

"We will also put paper packages in the barrels, which will hold up to five pounds of granulated sugar, and which may be filled by the retail trade at their convenience."

## ROUTE FOR THE CANAL

President Will Name New Board of Seven Members.

Washington, March 9. — President McKinley practically decided today several questions of paramount importance to the Isthmian canal project.

About April 15th he will name a new board of seven members to go to Nicaragua and to Panama to examine the two routes and report to him in the fall, so that their conclusions may be presented to Congress as soon as it meets.

This new board will consist of three members of the present Walker Commission — Rear-Admiral Walker, General Peter C. Hain and Professor Haupt—and probably Engineer Noble.

## TWO DEFENDANTS GIVE UP

Mrs. Clark Gains Her Cause by Surrender of Defense.

Usurious Rate of Interest to Come Before Supreme Court — Right of Way Case.

Victoria Ellis by her attorney, Geo. D. Gaur, demurs to the petition in the matter of the application of the Kanoe Ranch Co. for the acquisition of a right of way at Kailua, Oahu.

Jas. K. Kaula and C. H. Clark, defendants to the suit of Ellen P. Clark, have filed a withdrawal from the case, together with their consent that judgment may be entered for the plaintiff. The plaintiff had prayed that a sale made of property under foreclosure of a mortgage made by her should be declared as for her benefit, she alleging that these defendants as her trustees had allowed such property to go to foreclosure without informing her as the owner.

She charged fraud to them in trying to secure the property for themselves, defendant Kaula while her trustee bidding it in at the foreclosure sale. Defendant Clark she alleged to have appropriated the rents, before the foreclosure, to his own use when she thought he was applying them to payment of the interest. The Estate of S. G. Wilder, Limited, was a defendant to Mrs. Clark's suit as the mortgagee.

J. A. Magoon vs. L. Marks was before the Supreme Court this morning Magoon & Sullivan for plaintiff; Davis for defendant.

In the case of J. H. Schnack vs. John H. Hare, the plaintiff appeals on points of law from the District Court to the Supreme Court. It is submitted by appellant that the lower court erred in giving judgment for the defendant on the ground that the action could not be maintained because it was shown by the evidence that a higher rate of interest than two and one-half percent per month—to wit, five percent per month—was agreed upon to be paid by the defendant to the plaintiff on the sum loaned, \$100, as evidenced by defendant's note for \$130 filed in the case.

The amount of \$80 had been paid on the note, and the plaintiff had sued for \$50 balance. Plaintiff testified below that he would waive interest if the face of the note was paid, and that he had received some interest but didn't know how much.

## BUILDINGS COMING AFLOAT

A ship is shortly to be chartered to bring out from New York the iron structures for the Honolulu Iron Works Co., Ltd. They will be erected on the new site of the works at Kakako, and it is expected, will be occupied next January. The ship Iroquois is now on the way out from New York with raw material for the manufacture of the concern. A large amount of material is also coming overland for shipment from San Francisco.

## EVANS TAKES THE VESSEL

The Supreme Court Orders Confirmation of City of Columbia Sale.

Sale was Regular and Value Not Grossly Inadequate Under the Circumstances—Anxiety to Relieve the Libellants.

Henry L. Evans is the lawful owner of the steamship City of Columbia, to break up the vessel for her material or to repair and refit her for a voyage round the world.

Chief Justice Judd has written the unanimous opinion of the Supreme Court, composed of himself, Justice Whiting and Circuit Judge Stanley sitting in place of Justice Frar, absent, giving the vessel such disposition.

The opening words of the opinion give this brief history of the case:

"The steamship City of Columbia sold at auction by the Marshal under an order of sale of the court to satisfy a claim for wages by the officers and men amounting to \$14,000. The last and best bid for her was \$1500 by one Henry L. Evans, and the vessel was knocked down to him. Before the Marshal made return the libellants protested against the confirmation of the sale, saying that the successful bid was grossly inadequate, and that the vessel's value is much more. Various affidavits were presented showing that certain parties were willing upon a resale to make opening bids of \$3000 respectively. The Circuit Judge declined to confirm the sale and ordered a resale. His jurisdiction to do so was contested by the successful bidder, claiming that the sale was good and passed the title to the purchaser without confirmation. We think this contention is unsound. It was a judicial sale and required confirmation not only as regards the question of expenses and cost and distribution of the assets, but whether the sale was properly conducted."

The Justice says farther on: "The amount of the sale to Evans would not cover the Marshal's expenses and costs in the case of the vessel, and of course would realize nothing to the libellants, who are seamen and ward of the court, and we were therefore anxious to look into the matter closely in order to afford them some relief, if possible. There is but little doubt that the general rule governing the confirmation of a judicial sale is that the sale if regular will be confirmed unless the price obtained is so grossly inadequate to the value of the res as to shock the conscience of the court and be presumptive evidence of fraud. We find that there was no irregularity in the sale and the only ground upon which the sale is attacked is that of gross inadequacy. Upon the evidence we are satisfied that the expense of repairing the vessel so as to make her seaworthy and capable of being insured would be too great to afford any reasonable expectation that a purchaser in the Honolulu market would undertake the enterprise." Reports of official surveys on the vessel are quoted.

Regarding the value of the material in the light of probable cost of realizing upon it, the opinion goes into particulars and concludes by saying that "how much, if any, profit could be realized from a sale of such articles as could only be removed by breaking up the vessel, is purely a matter of conjecture."

"We feel obliged, in view of the evidence adduced, to hold that the value that the vessel would produce to the purchaser is not so grossly inadequate as to authorize a resale, and therefore remit the cause to the Circuit Judge below with direction to confirm the sale."

G. A. Davis, L. A. Dickey and A. L. C. Atkinson for the purchaser; Kinney, Ballou & McClanahan for the libellants.

## NOT TO WAIT FOR LAWS

National Bank Promoters May Start Under Hawaiian Law.

Seligmans Preparing to Do Business in the Philippines—Considering Starting Up Here Shortly.

New York, March 9. — Negotiations have been pending for some weeks past which have culminated in definite action toward the organization of a corporation to transact a general banking business at Manila. J. & W. Seligman & Co. of the city are at the head of the enterprise and the new bank will be ready for business in a short time. The Manila corporation will be probably known as the Anglo-American Bank. The plan, it is understood, has the approval of the administration.

It is also reported that the Anglo-Californian Bank of San Francisco, in conjunction with bankers in this city, San Francisco and London, has arranged to start a bank in Honolulu. As the United States banking law cannot yet be applied to banks in Hawaii the bill to that effect having failed in passage at the last session of Congress, it is probable that the bank will be organized under the Hawaiian laws, which are understood to be liberal, although not permitting the issue of bank notes. Under the laws of the island, the Government absolutely controls the issue of all notes.

## JAPANESE SCHOONER HERE

The novel scene of a Japanese schooner entering port was witnessed by the people along the waterfront this afternoon. She is the forty-ton two-masted schooner Rinsen Maru, N. K. gave master, and has put in at this port in distress, having had all sails carried away in a hurricane while near Wake Island.

Captain Nakagawa spoke as follows of the voyage: "We are 81 days from Tokyo and 64 days from Wake Island. Our object in visiting the latter place was to fish for sharks that abound there. We were driven away by the storm and, for six days, were sent along at a terrific rate with a stitch of canvas. When the storm abated we made for Honolulu, our nearest port. Repairs will be made here. There are 17 Japanese and four Europeans aboard. One of the latter was here many years ago on a whaler. My ship belongs to a lieutenant in the Japanese Navy. There are three apprentices aboard who are learning navigation."

## SEWERAGE WORK BEGINS

Supervising Sanitary Engineer Edwards of New York has begun work of construction of the Honolulu sewerage system. Yesterday and today he has had a gang of laborers engaged in excavating for the pumping and reservoir station at Kakako.

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